

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

LEVI STRAUSS & CO.,

Plaintiff,

v.

MEMOLINK, INC.,

Defendant.

Case No. C 05-04994 JW

CONSENT JUDGMENT

Plaintiff Levi Strauss & Co. ("LS&CO.") has filed a Complaint alleging trademark infringement, dilution, violations of the CAN-SPAM Act and unfair competition under federal and California law against Memolink, Inc. LS&CO. alleges that Memolink has used LS&CO.'s LEVI'S® and 501® trademarks and advertising copy in a deceptive on-line promotion that violated LS&CO.'s rights in its trademarks and caused harm to its reputation for honest marketing and consumer privacy. The parties have agreed to entry of a consent judgment upon the following facts and conclusions. Each party has waived the right to appeal from this final judgment and each party will bear its own fees and costs in connection with this action.

I. FACTS AND CONCLUSIONS OF LAW

1. This Court has subject matter jurisdiction over this lawsuit and personal jurisdiction over the parties.

2. After a mediation before Hon. Judge Edward A. Infante, the parties have consented to judgment on the following terms which the Court finds and concludes is appropriate under the circumstances:

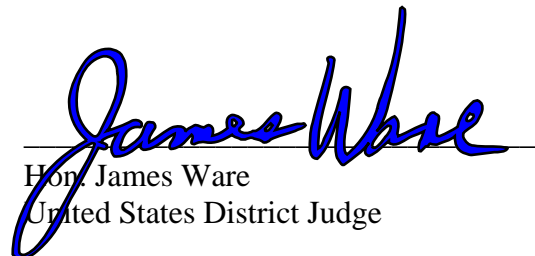
3. Memolink shall pay \$75,000 to Levi Strauss & Co. within 60 days of entry of this

1 judgment.

2 4. Memolink shall issue the remedial statement attached as Exhibit A to all consumers
3 who affirmatively responded to the challenged promotion and shall award each such consumer 5000
4 Memolink "points," except to the extent that such consumers have since "opted out" of any further
5 communications with Memolink.

6 5. Memolink and its officers, employees and agents are permanently enjoined from any
7 advertisement, solicitation, promotion or marketing effort of any kind including without limitation, via
8 on-line, electronic, e-mail, telephone, or mail, that refers in any manner, directly or indirectly to Levi
9 Strauss & Co., or the following trademarks: The LEVI'S®, DOCKERS®, LEVI STRAUSS
10 SIGNATURE®, 501®, LEVI'S® RED TAB™, SILVERTAB®, LEVI'S® RED™, LEVI'S ®
11 CAPITAL E™, LEVI'S® ENGINEERED JEANS®, LEVI'S® TYPE 1®, LEVI'S® REDWIRE™,
12 LEVI'S® TAB TWILLS™ trademarks, LS&CO.'s Tab and Arcuate trademarks, its TWO HORSE
13 design trademark, the LEVI'S® "Batwing design trademark, or the LEVI'S® Button design trademark.
14 This injunction shall not have any effect to the extent that an authorized LS&CO. retailer engages
15 Memolink to create and/or distribute advertising for such authorized retailer, provided that such
16 retailer authorizes and approves the final content of any such advertisement. Memolink shall keep
17 written records relating to its engagement by an LS&CO. authorized retailer and such retailer's
18 approval and authorization of the final content, including the identity of specific individuals who made
19 the authorization.

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21 DATED: Sept. 18,, 2006

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23 
24 Hon. James Ware
25 United States District Judge
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1 Exhibit A

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3 Dear Consumer:

4 In 2005, you responded to an offer from Memolink, Inc. to receive a free pair of LEVI'S®
5 501® jeans. Levi Strauss & Co. has challenged in a federal lawsuit Memolink's promotion because it
6 was misleading consumers to believe that Levi Strauss & Co. was sponsoring the offer and that, by
7 participating in the offer, they would receive free jeans. Memolink has neither admitted nor denied
8 Levi Strauss & Co.'s claims.

9 Memolink's offer was not authorized by Levi Strauss & Co. Memolink is issuing this
10 statement to correct any confusion there may have been about Levi Strauss & Co.'s involvement in
11 this promotion.

12 As part of a settlement between Memolink and Levi Strauss & Co., your account with
13 Memolink, Inc. will be credited with 5000 Memolink points for your taking the time to read this letter
14 and for any confusion you may have had regarding Memolink's offer. Please log into your account at
15 www.memolink.com to verify that these points properly have been credited to your account.

16 If you have any questions regarding this letter, please contact Memolink customer support at
17 info@memolink.com.

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19 Sincerely,

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21 David Asseof
22 President/CEO
23 Memolink, Inc.
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